



BellSouth Telecommunications, Inc. 615 214-6301  
Suite 2101 Fax 615 214-7406  
333 Commerce Street  
Nashville, Tennessee 37201-3300

REC'D TN  
REGULATORY AUTH.

Guy M. Hicks  
General Counsel

'99 AUG 4 PM 4 13  
August 4, 1999

EXECUTIVE SECRETARY

VIA HAND DELIVERY

David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

Re: Centrex Service Data Request  
Docket No. 99-00498

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth Telecommunications, Inc.'s Responses to the Staff's Data Requests. BellSouth will respond to Question #3 as soon as possible.

Very truly yours,

Guy M. Hicks

GMH:ch  
Enclosure

BellSouth Telecommunications, Inc.  
TN DKT 99-00498  
TRA First Data Request  
Filed July 28, 1999  
Item No. 1  
Page 1 of 1

REC'D TN  
REGULATORY AUTH  
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OFFICE OF THE  
EXECUTIVE SECRETARY

REQUEST: Provide the total costs incurred by BST as a result of a Centrex subscriber terminating a term length plan. Please specify the type and amount of costs incurred and if the costs incurred by BST increase, decrease or remain the same throughout the term plan.

RESPONSE: BellSouth has not performed a cost study for a BellSouth® Centrex service subscriber terminating a term length plan. However, in an effort to be responsive, please see the response to Item No. 2.

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REQUEST: Under any termination scenario, will the proposed termination charges for Centrex customers subscribing to term plans recover an amount in excess of the costs identified in (1) above? If so, please discuss the rationale for recovering an amount in excess of the costs incurred.

RESPONSE: See Response to Item No. 1 above. A customer has five Rate Stability Plan options combined with five Payment Plan options for subscribing to BellSouth® Centrex service. The Rate Stability Plan options are 12, 24, 36, 48 and 60 months in length. The Payment Plan options are 1 through 5. A customer has the option of subscribing to the Rate Stability Plan length of contract desired combined with the Payment Plan that will offer the lowest rate per line for their system size. Note that a longer Rate Stability Plan period will, in effect, provide a lower monthly rate. The longer the term of the Rate Stability Plan, the lower the rate. In a similar fashion, Payment Plans are designed with Plan 1 providing the lowest rates for very small systems and Plan 5 providing the lowest rates for large systems.

When a customer signs a contract, a commitment is made to receive those rates for the contract period selected. When the customer terminates service prior to completing the contract period chosen, the revenue commitment has not been fulfilled. The basis for the Cancellation Charge described in the proposed tariff is to recover the remaining revenue the customer committed to pay the Company when it entered into the contract in exchange for receiving the lower monthly rates.

The Cancellation Charge provides a reasonable incentive for the customer to honor the terms of the agreement in return for BellSouth's commitment to honor the lower rates over the same term.

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BellSouth Telecommunications, Inc.  
TN DKT 99-00498  
TRA First Data Request  
Filed: July 28, 1999  
Item No. 4  
Page 1 of 1

REQUEST: Describe all instances that could cause the cancellation of a subscriber's service "at the instance of the Company." (See page 47.2, C2)

RESPONSE: Generally, "at the instance of the Company" is used to describe cancellation of a subscriber's service for non-payment of rates and charges for BellSouth<sup>®</sup> Centrex service and associated services. However, the Company may also cancel a subscriber's service for those instances stated in General Regulations, A2.2.10 of the General Subscriber Services Tariff (see Attachment).

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## A2. GENERAL REGULATIONS

### A2.2 Limitations And Use Of Service (Cont'd)

#### A2.2.10 Cancellation Of Service For Cause

- A. The Company may either suspend service or terminate the subscriber's contract without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:
1. Abandonment of the service.
  2. Failure of a subscriber to make suitable deposit as required by this Tariff.
  3. Impersonation of another with fraudulent intent.
  4. Listening in on party line conversations.
  5. Non-payment of any sum due for exchange, long distance or other services. Service will not be denied or disconnected for an outstanding bill that is in dispute until such time that a resolution can be reached. The TPSC has final authority in disputed cases.
  6. Use of service in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of telephone service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such subscriber at or about the same time which may result in preventing, obstructing, or delaying the telephone service of others.
  7. Use of service or facilities for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.
  8. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for the service;
  9. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
  10. Any other violation of the Company's regulations.
- B. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- C. The Company will send official written notification before the disconnect or denial of service.
- D. The Company reserves the right to cancel any contract for service with and to discontinue service to any subscriber who uses any service listed in any part of this General Subscriber Services Tariff, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable. (N)

#### A2.2.11 Misuse Of Directory Assistance Service

The Company may limit or refuse the use of directory assistance to obtain a subscriber's listed name, address or telephone number for any purpose other than to facilitate the making of a telephone call.

#### A2.2.12 Connections Of Other Common Carrier-Provided Communications Systems

Communications systems provided by an Other Common Carrier (listed in A15.5.5) hereafter referred to as the OCC, may be connected with the facilities furnished by the Company for exchange, long distance message telecommunications service, and wide area telecommunications service as specified in Section A15. following.

#### A2.2.13 Reserved For Future Use

#### A2.2.14 Billed Number Screening

Billed Number Screening will be furnished at the Company's option and upon agreement by the customer to control instances of fraud associated with billed to third party, and/or collect calls. This service may also be furnished in response to a customer request.

BellSouth Telecommunications, Inc.  
TN DKT 99-00498  
TRA First Data Request  
Filed: July 28, 1999  
Item No. 5  
Page 1 of 1

REQUEST: Quantify the amount of termination charges to be paid to Centrex customers by BST if their service is terminated "at the instance of the Company."

RESPONSE: As noted in Item No. 4 above, termination of service "at the instance of the Company" may occur as a result of non-payment of rates and charges or for a violation of the General Regulations referenced in A2.2.10 of the General Subscriber Services Tariff. The non-payment or violation of General Regulations are in effect a breach of contract by the customer. Therefore, the customer is still responsible for the contract commitment and no termination charges are due from BST to the BellSouth® Centrex service customer.

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